

## Contract

### SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

| Item No.                                      | SUPPLIES OR SERVICES | Quantity  | U/M  | UNIT PRICE | AMOUNT IN U.S\$ | PR Number |
|---|----------------------|-----------|------|------------|-----------------|-----------|
| 00099   | PRKUP123048SR        | 500       | each | 291.00000  | 145,500.00      |           |
| FRAME, UPRIGHT, 12GA, 30' HX48"D, SEISM-RATE* |                      |           |      |            |                 |           |
| FRAME, UPRIGHT, 12GA, 30' RX48"D, SEISM-RATE  |                      |           |      |            |                 |           |
| CONTRACT PURCHASED ITEM SEISMIC               |                      |           |      |            |                 |           |
| RATED PALLET RACK UPRIGHT                     |                      |           |      |            |                 |           |
| MATERIAL: 12 GA.                              |                      |           |      |            |                 |           |
| SIZE: HEIGHT: 30'                             |                      |           |      |            |                 |           |
| DEPTH: 48"                                    |                      |           |      |            |                 |           |
| FRAME, UPRIGHT, 12GA, 30' HX48"D, SEISM-RATE* |                      |           |      |            |                 |           |
| Zone 4  |                      |           |      |            |                 |           |
| 00100   | MEZZSPECIAL          | 1,000,000 | each | 25.55000   | 25,550,000.00   |           |
| MEZZ-SIZE/LOAD, TO, BE, DETERMINED, BY, FPI   |                      |           |      |            |                 |           |
| MEZZ-SIZE/LOAD, TO, BE, DETERMINED, BY, FPI   |                      |           |      |            |                 |           |

CUSTOM QUOTE REQUIRED TO DETERMINE EXACT SIZE AND LOAD.

MEZZ-SIZE/LOAD, TO, BE, DETERMINED, BY, FPI

Zone 4

|       |              |     |      |           |            |
|-------|--------------|-----|------|-----------|------------|
| 00101 | SPECENGCALCS | 500 | each | 675.00000 | 337,500.00 |
|-------|--------------|-----|------|-----------|------------|

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Note: Line Items 0100 and 0101 are custom line items. The requirement is not known until received by UNICOR. Pricing will not be determined until award of the individual task orders for these line items.  
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Total net item val. excl. tax USD

37,356,910.00

## Contract

### PART 1 THE SCHEDULE

#### SUPPLIES OR SERVICES AND PRICES/COSTS

##### Overview of FEDERAL PRISON INDUSTRIES - UNICOR

FEDERAL PRISON INDUSTRIES which operates under the trade name UNICOR, is a wholly owned government corporation working as a program within the Federal Bureau of Prisons, a component of the US Department of Justice. Founded in 1934 by Congress, it is the mission of Federal Prison Industries, Inc. to employ and provide skills training to the greatest practicable number of inmates confined within the Federal Bureau of Prisons; contribute to the safety and security of our Nation's correctional facilities by keeping inmates constructively occupied; produce market-price quality goods for sale to the Federal Government; operate in a self-sustaining manner; and minimize FPI's impact on private business and labor. It does this by providing a variety of goods and services to other government agencies. It has approximately 107 manufacturing facilities in 80 federal prisons nationwide.

This solicitation is intended to result in a Firm Fixed Price Requirements type contract Anticipated from Date of Award thru (5) five years.

Delivery of items in this solicitation shall be delivered to one location (FOB Destination) to: UNICOR, FPI, FCI El Reno, OK, Highway 66 West, El Reno, OK 73036

THE NAICS CODE FOR THIS REQUIREMENT IS: 337215

TIN #68-016412

DUNS #: 053249462

Telephone number: 202-338-3598

Point of Contact: Paul Minich, Manager, Government

Block 25, Funds are obligated by each delivery order and not the contract itself.

## Contract

This is a multiple award contract. It has been determined that for the mission of this project a multiple award is most advantageous. Under this multiple award, UNICOR will maintain their customer relationship by being able to meet their needs in a more efficient manner.

All pricing offered by each awardee is used as a price list. Task orders will be issued under this contract and competed amongst the participants and awarded to the vendor based on the best value to the Government taking into consideration the ability to conform to the specifications, delivery, and price. For delivery orders with special measurements and custom specifications, a description of the job shall be provided and these orders shall also be competed amongst the awardees. All products provided under this contract shall be new and unused materials. Used or reconditioned products are not acceptable.

## Contract

Federal Prison Industries (UNICOR) is seeking to enter into a firm fixed price Requirements type contract for design and layout services, and the manufacture of pallet racking systems and cantilever racking systems. UNICOR also requires specially designed rack modules such as, but not limited to; L-463 pallet racks; push-back, drive-in, and high-bay mezzanines; reel racks and miscellaneous components. Manufacturers must submit their full range of products and services which must be able to vertically integrate with UNICOR products. Products must conform to the requirements, such as but not limited to, the Rack Manufacture Institute (RMI), AWS D1.3-94, Uniform Building Codes, International Building Codes, all OSHA regulations and state and local regulations. Products must be designed and manufactured to meet all seismic applications as required.

## Contract

### STATEMENT OF WORK /DESCRIPTIONS

SEE SECTION B FOR A FULL DESCRIPTION OF EACH ITEM.

UNICOR is projecting annual sales related to this solicitation to be between \$400,000.00 and \$600,000.00. UNICOR expects to add value to the items to reach their anticipated sales projection. Vertical integration and increased sales could affect these figures in future years.

### SALIENT CHARACTERISTICS OF PALLET RACKS UPRIGHTS AND BEAMS

1. Uprights and beams used in this product must be interchangeable with existing UNICOR pallet rack design. All steel must have a minimum tensile strength of 50,000 psi and design must comply with current editions of the RMI guidelines.

2. Material shall be 12, 14, or 16 gauge steel, and beam connectors a minimum of 7 gauge. AISC and AISI cold formed steel design manuals must apply in the manufacturing of all steel components. Upright columns shall be 3 inch x 3 inch punched for adjustability on 2 inch centers with a pattern to match UNICOR current product line. Upright bracing shall be either opened or closed seamed tube for all horizontal and diagonal bracing.

3. Welding shall be in accordance with AWSI, 1.1 and 1.3 welding definitions and terms. All excessive weld splatter should be removed and welds should be smooth and free of sharp edges or slag.

Mill certifications are required on all steel purchases.

5. Paint colors shall be in accordance with Federal Standard 595. Both baked enamel and powder coat might be required. Powder coating is the preferred method of paint application.

6. Painting finish shall match the same as powder coating, epoxy thermostat, resin system that formulates to produce a dry film or surface and meets or exceeds TT-E-489 and TT-E-529 and the physical characteristics and performance qualities contained within the industry. Metal products must be pre-treated in accordance with Federal Specification TT-C-490, Type II Iron phosphate pretreatment. Color will be specified with order.

7. Pallet rack frames and beams used in seismic zones must comply with all UBC requirements and the manufacturer must ensure they will meet or exceed new specifications to be issued under IBC 2000.

8. Each seismic application for products supplied must have a complete engineering packet with certifications for products used at the customers site. The packet will include the approved system, design, and layout as required by the end user. This requirement must be supplied within 14 days from receipt of order. All changes and modifications must be returned to the customer within 5 working days.

9. All domestic packaging must be in accordance with good commercial practices, and must arrive in good condition and protected from weather during shipment. The preferred method of shipping is on flat bed trailers loaded for side offloading with a forklift. All components shall be marked with appropriate UNICOR approved part numbers.

10. Overseas shipments must comply with ISO 2000.

11. Inspection and acceptance shall be at delivery location.

12. Basic terms for shipments will be FOB Destination #1 Reno, NV 89502. Occasionally, it may be necessary

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to have items drop shipped from the vendor directly to the site to meet delivery dates or other needs. The shipment terms for items drop shipped to a customer site will be FOB Origin. The price will either be the contract price less 5% or in the case of custom items, the price will be the negotiated price. The vendor will invoice UNICOR after shipment. Vendor will be reimbursed for the actual shipping costs for on-site deliveries. Vendor must submit the carrier invoice along with their customary invoice when shipping costs exceed \$100.00. Reimbursement is only for drop shipped items. All other deliveries other than a drop shipment are destination. Shipping terms will be identified on the delivery order.

13. Terms of delivery performance shall be no sooner than 21 calendar days. Delivery due dates will be specified with each delivery order. The first initial delivery order will be no sooner than 60 days from award of contract.

14. There may be special sizes or load capacity requirements not identified by the item numbers on the solicitation. For those situations, UNICOR will work with the vendor for identifying the design criteria to be used. The vendor will submit a quote to UNICOR for evaluation. Item 8 above will apply to all custom requirements. Solicitation item number 100 represents potential special requirements. As such, no firm price will be submitted for this item. Quantity and price for line item 100 represents UNICOR's planned requirements and award value only. Solicitation item number 101 represents the engineering requirements for custom design and special applications. Line item 101 requires a firm price be submitted for hourly engineering charges.

### CANTILEVER RACK POST AND BASE

1. Cantilever post and base units shall meet or exceed UBC 1994 Edition and UBC Standard 27-11, sections 30 and 2706. Design shall accommodate and interchange with the existing design of UNICOR cantilever arm brackets and horizontal "X" bracing.

2. All materials used must have mill certifications.

3. Welding shall be in accordance with, or exceed AWS A.3.0, current edition. All excessive weld splatter should be removed and welds should be smooth and free of sharp edges or slag.

4. Arms shall be adjustable on 3 inch centers and shall be stamped with maximum load capacities.

5. Upright columns shall be rated based on single side maximum capacity. Double faced designed should be capable of per-side maximum capacity.

6. Items 4 through 14 from pallet rack specifications, above, shall apply to cantilever.

### MODULAR MEZZANINES

1. Mezzanines must be modular in design. The structure is to be freestanding, demountable, and relocatable. Capacity can range from 75 to 500 per square foot.

2. Framing cold formed structural steel members shall meet or exceed the requirements of ASTM 500 or ASTM A611. Framing shall consist of beams and joist(on 24 inch centers). The framing is designed to support the full rate load and the decking. Beams are 15 inch x 4 inch x 7 gauge or 18 inch x 4 inch x 7 gauge, depending on capacity and span.

3. Manufacturer must be willing to meet all UNICORs mezzanine design build criteria to include rack and shelf supported mezzanines.

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4. Decking will be specified with order and a variety of decking will be required, including but not limited to bar grate, plywood and metal.
5. All safety features of 1994 UBC and ADA requirements, must be incorporated into UNICOR design.
6. Pallet rack specification items 4 through 14 apply to this specification.

### SALIENT CONTRACT CHARACTERISTICS

1. UNICOR reserves the right to vertically integrate into any stage of production any item or system purchased from the vendor. Any item or system purchased from the vendor, with patent or trademark protection, will be made known to UNICOR.
2. UNICOR requires authorization to purchase from the vendors component parts or subassemblies in any stage of production. UNICOR recognizes that the vendor shall make recommendations to UNICOR in this manner and that some stages of production automatically include others; common sense shall apply. Raw materials may be purchased for vertical integration from any source. Raw materials are items purchased by the vendor for the manufacture and production of subassemblies and finished component parts, in the vendors plant.
3. The vendor shall agree to provide to UNICOR components and finished product which are free of vendor insignias, logos, or other markings unless agreed to by UNICOR. If items supplied to UNICOR violate patent or trademark restrictions, the vendor shall indemnify UNICOR if any legal actions occur.
4. The vendor shall agree to allow UNICOR staff to visit their manufacturing facilities for the purpose of learning and gaining technical support, and to view new potential products for vertical integration by Unicor.
5. The vendor shall submit load capacities, technical data, engineering studies, seismic drawings for all component parts necessary for UNICOR to determine capacities for any system purchased. Vendor will provide certified engineering packets on joint projects as required, to include the combination of Unicor and vendor produced products.
6. The vendor may be required to send representatives on site visits in order to quote a project or obtain information for engineering. The vendor will absorb the cost of such site visits.
7. The vendor will be expected to send qualified representatives on site to address any quality or technical problems relating to their products. The vendor will absorb the cost of such site visits.
8. The vendor will provide quotes and engineering information for all joint projects directly to Unicor in order for Unicor to combine all products and services on to one quote for the customer.
9. Interested vendors shall provide written proposals detailing that which they would be interested in providing to UNICOR. The submission of a business proposal is in addition to the Firm Price Bid for solicited items. The purpose of the proposal is to evaluate a vendors capability to provide total design/engineering/manufacturing support to UNICOR in meeting custom and special requirements. It is anticipated that the proposal will contain: 1. Manufacturing Capabilities 2. Items Produced 3. Engineering/Design Capabilities 4. Quality Program 5. Shipping/Packaging Processes. To assist in the pre-award survey each vendor will identify any service, product or resource obtained through a sub-contractor or provided at a site other than the physical location of vendors facility.

The items identified in Section 2 are for Cantilever uprights, row spacers and pallet rack uprights which will be made for various pallet rack systems.

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FPI requests that pricing be submitted for each item based on a range of quantities to achieve the best pricing possible. The range prices quoted by the offeror will apply based on the quantity ordered per delivery order. Range quantities are not a period of time amount, but are based on quantities ordered per delivery order. This is a requirements contract, therefore all quantities are estimated.

UNICOR reserves the right to conduct a pre-award survey on each offeror to determine, as part of the award if the contractor's production process is efficiently and effectively equipped to handle the magnitude of this contract. The team will review the production process to determine the manner in which the items are being produced and review all necessary equipment to successfully perform this requirement. The offeror's factory will be visited by UNICOR's Factory Manager, Industrial Specialist, General Foreman, and Contracting Officer.

## Contract

THE FOLLOWING PROVISIONS/CLAUSES ARE INCORPORATED BY REFERENCE. ALL REFERENCED CLAUSES UNDER THIS SOLICITATION ARE IN FULL FORCE AND EFFECT AS IF THEY WERE IN FULL TEXT. IF THERE ARE ANY CLAUSES THAT YOU REQUEST FULL TEXT OF, PLEASE REFER TO THE FOLLOWING WEBSITE TO DOWNLOAD A COPY: [www.arnet.gov/far](http://www.arnet.gov/far)

2. 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
3. 52.204-7 Central Contractor Registration (JUL 2006)
4. 52.211-6 Brand Name or Equal (AUG, 1999)
5. 52.233-1 Disputes (DEVIATION) (JUL 2002)
6. 52.252-2 Clauses Incorporated by Reference (FEB 1998)

### CLAUSES INCORPORATED IN FULL TEXT:

#### 7. FPI 1000F1 DELIVERY ORDER

Supplement: LCL APPR

Orders shall customarily be made by phone, with subsequent written confirmation containing the following information:

- a. Date of order
- b. Contract number and order number
- c. Item number and description, quantity, and unit price
- d. Delivery or performance date
- e. Place of delivery
- f. Shipping instructions
- g. Accounting data
- h. Any other pertinent information

Delivery shall be no later than twenty one days (21) calendar days after receipt of delivery order. The period of performance for this contract will be from the date of award through five (5) years with no option years.

#### 8. FPI 1000F2 TIME OF DELIVERY/DELIVERY SCHEDULE

Supplement: LCL APPR

16.505(a) and the clause located in FAR 52.216-18 entitled "Ordering" and included in Section I, of this contract, any supplies and/or services to be furnished under this contract shall be ordered by issuance of delivery orders by individuals listed below: All Central Office Contracting Officers, Washington, DC and, FCI Three Rivers, TX with the exception of the COTR.

DELIVERY HOURS: Normal delivery hours are as follows: 8:00 a.m. to 2:30 p.m., Monday through Friday, notwithstanding emergencies and Federal holidays.

## Contract

9. JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985)  
Supplement: LCL APPR

(a) Rex Bohn, FCI El Reno, OK is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.

(b) The COTR is responsible, as applicable, for: receiving all deliverable's, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payments.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

ADMINISTERED BY: This contract will be administered by:

UNICOR, Federal Prison Industries, Inc.  
Interagency Solutions/Procurement Branch  
400 First Street, N.W.  
Washington, DC 20534-0001  
ATTN: Joscie L. Barnes, 202-305-7268

Written communications shall make reference to the contract number and shall be mailed to the above address.

ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED: Offeror shall indicate below the complete mailing address (including the nine digit ZIP code) to which remittance should be mailed if such address is other than that shown in Block 15A, Page 1 (Standard Form 33), they shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_

(b) Check Remittance Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any questions or problems regarding payment should be directed to the Business Manager at the following locations:  
UNICOR, FPI, Centralized Accounts Payable Office, Old North Carolina Hwy 75, Butner, NC 27509-4000; PH: 866-550-9823

(End of Clause)

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10. FPI 1000H1  
Supplement: LCL APPR (10)

### ECONOMIC PRICE ADJUSTMENT

Three months after contract award date, contract prices for the succeeding twelve month period may be adjusted in accordance with the change in the Producer Price Index for Cantilever Uprights/Pallet Racking (NAICS Code: 337215337215A) from the date of award to the date of adjustment.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST THIS ADJUSTMENT. Adjustments may be requested for a period not to exceed 30 days after the eligible adjustment date. Requests that are made after the 30-day limit will not be honored and the contract pricing will not be adjusted. The contractor shall submit any requests for adjustments in writing to the Contracting Officer. Requests shall include a copy of the relevant index and must be within the allowed time period for adjustment. Any adjustments authorized as a result of the adjustment request will not be retroactive. The date the completed request is received by the Contracting Officer will be the effective date of any changes in price. The contractor also is required to request downward price adjustments. All downward adjustments will be retroactive to the authorized adjustment date as specified in this clause. If downward price adjustments are not requested and this is later revealed through audits or otherwise, the contractor shall reimburse the Government the amount overcharged plus interest. Interest will be computed at the rate set annually by the Secretary of the Treasury for late contract payments. Interest will accrue from the date the adjustment should have been made. In computing any contract price adjustment, the most recently published index as of the date of award will be compared to the most recently published index as of the date of adjustment. No adjustment shall be made if the referenced change is less than 2%. Total upward adjustment for the contract period, including any option periods, shall not exceed 10%, based on the original or option period contract price; downward adjustments are not limited. Indexes are available from the Bureau of Labor Statistics, 600 E Street N.W., Washington, DC 20212, telephone Call (202) 691-5200 or For automated BLS economic data, press 1; To receive materials from the fax-on-demand service, press 2; To speak with an information specialist, press 4; If you are unsure of what you want, press 5.

(End of Section)

## Contract

### 11. 52.212-4(d) Contract Terms and Conditions - Commercial Items. (MAY 1999)DEVIATION

This contract is not subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Disputes arising under or relating to this contract shall be resolved in accordance with clause FAR 52.233-1 Disputes (JUL 2002) (DEVIATION), which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

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- (ii) Name and address of the Contractor;
- (iii) Invoice date and number;
- (iv) Contract number, contract line item number and, if applicable, the order number;
- (v) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vii) Terms of any discount for prompt payment offered;
- (viii) Name and address of official to whom payment is to be sent;
- (ix) Name, title, and phone number of person to notify in event of defective invoice; and
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,

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Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims).

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Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

12. 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (AUG 2000)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[ ] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

[ ] (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

[ ] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

[ ] (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[ ] (ii) Alternate I to 52.219-5.

[ ] (iii) Alternate II to 52.219-5.

[ ] (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

[ ] (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

[ ] (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

[ ] (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) [ ] Alternate I of 52.219-23.

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XX (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (29 U.S.C. 793).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

[ ] (16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

[ ] (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[ ] (17) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

[ ] (18)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

[ ] (ii) Alternate I of 52.225-3.

[ ] (iii) Alternate II of 52.225-3.

[ ] (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[ ] (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[ ] (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

[ ] (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

XX (23) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

[ ] (24) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

[ ] (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[ ] (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

[ ] (27)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

[ ] (2)(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which

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the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- [ ] (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- [ ] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [ ] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- [ ] (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components -

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

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(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

### 13. 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through five (5) years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### 14. 52.216-19 Order Limitations. (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$100,000;

(2) Any order for a combination of items in excess of \$200,000; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

### 15. 52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish

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to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 21 days after contract expiration.

(End of clause)

### 16. 52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1998)

#### (a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

### 17. 52.252-6 Authorized Deviations in Clauses. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 28) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)